

RECORDATION NO. 18918 FILED 1425

TAFT, STETTINIUS & HOLLISTER

0100322037

JUL 27 1994 -3 05 PM

1800 STAR BANK CENTER

425 WALNUT STREET

CINCINNATI, OHIO 45202-3957

INTERSTATE COMMERCE COMMISSION  
WASHINGTON, D.C. OFFICE  
SUITE 500 — 625 INDIANA AVENUE, N.W.  
WASHINGTON, D.C. 20004-2901  
202-628-2838  
FAX: 202-347-3419

513-381-2838

CABLE: TAFTHOL TWX: 810-481-2823  
FAX: 513-381-0205

COLUMBUS, OHIO OFFICE  
21 EAST STATE STREET  
COLUMBUS, OHIO 43215-4221  
614-221-2838  
FAX: 614-221-2007

NORTHERN KENTUCKY OFFICE  
THOMAS MORE CENTRE  
2670 CHANCELLOR DRIVE  
CRESTVIEW HILLS, KENTUCKY 41017-3491  
606-331-2838  
513-381-2838  
FAX: 513-381-6613

July 20, 1994

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Interstate Commerce Commission  
12th Street & Constitution Ave., N.W.  
Washington, D.C. 20423  
Attn: Mildred Lee  
Room 2303

Dear Ms. Lee:

I have enclosed herewith an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Railroad Equipment Lease, a primary document, dated December 1, 1993.

The names and address of the parties to the document are as follows:

ASSIGNEE:	The David J. Joseph Company 300 Pike Street Cincinnati, Ohio 45202
ASSIGNOR:	Santee Cooper (a/k/a South Carolina Public Service Authority) One Riverwood Drive Moncks Corner, South Carolina 29461-2901

The equipment covered by the enclosed document is one hundred seventy-four (174) 4000 cubic, 3 pocket, Pullman built, rotary coupler, open top hopper railcars, currently bearing the reporting marks set forth in Exhibit A attached hereto.

A fee of \$18.00 is enclosed. Please return the original executed copy of the enclosed document to:

Philip F. Schultz, Esq.  
Taft, Stettinius & Hollister  
1800 Star Bank Center  
425 Walnut Street  
Cincinnati, OH 45202-3957

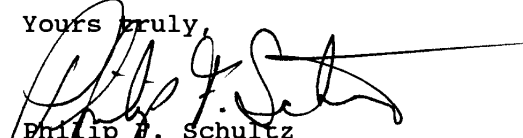
Ms. Mildred Lee  
July 20, 1994  
Page 2

A short summary of the document to appear in the index follows:

Railroad Equipment Lease between Santee Copper (a/k/a South Carolina Public Service Authority), One Riverwood Drive, Moncks Corner, South Carolina 29461-2901 as Lessee, and The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202, as Lessor, dated December 1, 1993, and covering one hundred seventy four (174) 4000 cubic foot, 3 pocket, Pullman built, rotary coupler, open top hopper railcars.

Please call me if you should have any questions.

Yours Truly,



Philip J. Schultz  
Attorney for  
The David J. Joseph Company

PFS/taj  
Enclosure

iccfla8.djj

# EXHIBIT A

One hundred seventy four (174), 4000 cubic, 3 pocket, Pullman built, rotary coupler, open top hopper railcars bearing the reporting marks as follows:

<u>CURRENT</u>		<u>FUTURE</u>		<u>CURRENT</u>		<u>FUTURE</u>	
<u>REPORTING MARKS</u>		<u>REPORTING MARKS</u>		<u>REPORTING MARKS</u>		<u>REPORTING MARKS</u>	
PLMX	6301	SSMX	5000	PLMX	6370	SSMX	5040
PLMX	6303	SSMX	5001	PLMX	6371	SSMX	5041
PLMX	6304	SSMX	5002	PLMX	6374	SSMX	5042
PLMX	6306	SSMX	5003	PLMX	6377	SSMX	5043
PLMX	6307	SSMX	5004	PLMX	6378	SSMX	5044
PLMX	6308	SSMX	5005	PLMX	6379	SSMX	5045
PLMX	6310	SSMX	5006	PLMX	6380	SSMX	5046
PLMX	6312	SSMX	5007	PLMX	6381	SSMX	5047
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PLMX	6325	SSMX	5012	PLMX	6390	SSMX	5052
PLMX	6329	SSMX	5013	PLMX	6391	SSMX	5053
PLMX	6334	SSMX	5015	PLMX	6392	SSMX	5054
PLMX	6335	SSMX	5016	PLMX	6395	SSMX	5055
PLMX	6338	SSMX	5017	PLMX	6396	SSMX	5056
PLMX	6339	SSMX	5018	PLMX	6397	SSMX	5057
PLMX	6340	SSMX	5019	PLMX	6398	SSMX	5058
PLMX	6341	SSMX	5020	PLMX	6399	SSMX	5059
PLMX	6342	SSMX	5021	PLMX	6400	SSMX	5060
PLMX	6343	SSMX	5022	PLMX	6401	SSMX	5061
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PLMX	6351	SSMX	5027	PLMX	6410	SSMX	5066
PLMX	6355	SSMX	5028	PLMX	6411	SSMX	5067
PLMX	6356	SSMX	5029	PLMX	6412	SSMX	5068
PLMX	6357	SSMX	5030	PLMX	6413	SSMX	5069
PLMX	6358	SSMX	5031	PLMX	6414	SSMX	5070
PLMX	6359	SSMX	5032	PLMX	6415	SSMX	5071
PLMX	6360	SSMX	5033	PLMX	6416	SSMX	5072
PLMX	6361	SSMX	5034	PLMX	6417	SSMX	5073
PLMX	6363	SSMX	5035	PLMX	6418	SSMX	5074
PLMX	6365	SSMX	5036	PLMX	6420	SSMX	5075
PLMX	6366	SSMX	5037	PLMX	6421	SSMX	5076
PLMX	6367	SSMX	5038	PLMX	6422	SSMX	5077
PLMX	6368	SSMX	5039	PLMX	6425	SSMX	5078
				PLMX	6428	SSMX	5079

**EXHIBIT A  
CON'T**

<u>CURRENT REPORTING MARKS</u>		<u>FUTURE REPORTING MARKS</u>		<u>CURRENT REPORTING MARKS</u>		<u>FUTURE REPORTING MARKS</u>	
PLMX	6429	SSMX	5080	PLMX	6498	SSMX	5128
PLMX	6430	SSMX	5081	PLMX	6499	SSMX	5129
PLMX	6431	SSMX	5082	PLMX	6500	SSMX	5130
PLMX	6432	SSMX	5083	PLMX	6501	SSMX	5131
PLMX	6433	SSMX	5084	PLMX	6502	SSMX	5132
PLMX	6435	SSMX	5085	PLMX	6503	SSMX	5133
PLMX	6436	SSMX	5086	PLMX	6504	SSMX	5134
PLMX	6437	SSMX	5087	PLMX	6505	SSMX	5135
PLMX	6438	SSMX	5088	PLMX	6506	SSMX	5136
PLMX	6439	SSMX	5089	PLMX	6508	SSMX	5137
PLMX	6440	SSMX	5090	PLMX	6510	SSMX	5138
PLMX	6441	SSMX	5091	PLMX	6511	SSMX	5139
PLMX	6442	SSMX	5092	PLMX	6512	SSMX	5140
PLMX	6443	SSMX	5093	PLMX	6514	SSMX	5141
PLMX	6445	SSMX	5094	PLMX	6515	SSMX	5142
PLMX	6447	SSMX	5095	PLMX	6517	SSMX	5143
PLMX	6449	SSMX	5096	PLMX	6518	SSMX	5144
PLMX	6450	SSMX	5097	PLMX	6519	SSMX	5145
PLMX	6451	SSMX	5098	PLMX	6520	SSMX	5146
PLMX	6453	SSMX	5099	PLMX	6521	SSMX	5147
PLMX	6454	SSMX	5100	PLMX	6522	SSMX	5148
PLMX	6456	SSMX	5101	PLMX	6523	SSMX	5149
PLMX	6457	SSMX	5102	PLMX	6524	SSMX	5150
PLMX	6459	SSMX	5103	PLMX	6526	SSMX	5151
PLMX	6460	SSMX	5104	PLMX	6528	SSMX	5152
PLMX	6463	SSMX	5105	PLMX	6530	SSMX	5153
PLMX	6464	SSMX	5106	PLMX	6533	SSMX	5154
PLMX	6467	SSMX	5107	PLMX	6534	SSMX	5155
PLMX	6468	SSMX	5108	PLMX	6535	SSMX	5156
PLMX	6470	SSMX	5109	PLMX	6536	SSMX	5157
PLMX	6471	SSMX	5110	PLMX	6537	SSMX	5158
PLMX	6472	SSMX	5111	PLMX	6538	SSMX	5159
PLMX	6473	SSMX	5112	PLMX	6540	SSMX	5160
PLMX	6474	SSMX	5113	PLMX	6541	SSMX	5161
PLMX	6475	SSMX	5114	PLMX	6542	SSMX	5162
PLMX	6478	SSMX	5115	PLMX	6543	SSMX	5163
PLMX	6481	SSMX	5116	PLMX	6546	SSMX	5164
PLMX	6482	SSMX	5117	PLMX	6548	SSMX	5165
PLMX	6484	SSMX	5118	PLMX	70229	SSMX	5166
PLMX	6485	SSMX	5119	PLMX	70231	SSMX	5167
PLMX	6487	SSMX	5120	PLMX	70232	SSMX	5168
PLMX	6488	SSMX	5121	PLMX	70233	SSMX	5169
PLMX	6489	SSMX	5122	PLMX	70234	SSMX	5170
PLMX	6491	SSMX	5123	PLMX	70235	SSMX	5171
PLMX	6493	SSMX	5124	PLMX	70236	SSMX	5172
PLMX	6494	SSMX	5125	PLMX	70238	SSMX	5173
PLMX	6495	SSMX	5126	PLMX	70239	SSMX	5174
PLMX	6497	SSMX	5127				

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CERTIFICATE

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office.

The undersigned, Stephen M. Griffith, Jr., a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.

*Stephen M. Griffith, Jr.*

Notary Public

STEPHEN M. GRIFFITH, JR. Notary at Law  
Notary Public for the State of Ohio  
My Commission has no expiration  
Date: Section 14705, O.R.C.

18918

REGISTRATION NO. \_\_\_\_\_ FILED 1425

JUL 27 1994 -3 05 PM

**RAILROAD EQUIPMENT LEASE** INTERSTATE COMMERCE COMMISSION

THIS RAILROAD EQUIPMENT LEASE (the "Lease"), dated as of the 1st day of December, 1993 is made and entered into by and between The David J. Joseph Company, a Delaware corporation (hereinafter referred to as "Lessor") and South Carolina Public Service Authority, a body corporate and politic, created and existing under the laws of South Carolina sometimes known as Santee Cooper, (hereinafter referred to as "Lessee").

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee all of the items of equipment specified in Exhibit A attached hereto (hereinafter collectively referred to as the "Units" and singularly referred to as "Unit") on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. **LEASE OF UNITS:** Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the Units for the period (the "Term") commencing on \_\_\_\_\_ (the "Commencement Date") and \_\_\_\_\_ (the "Expiration Date") \_\_\_\_\_ (the "Termination Date"), provided no event of default exists, this Lease shall continue to be in effect according to its terms \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. **DELIVERY AND ACCEPTANCE:** Lessee is in possession of the Units, therefore, with the execution of this Lease, Lessee acknowledges and accepts delivery of the Units by Lessor and hereby deems the Units to be so delivered. Lessee also agrees that the execution of this Lease shall constitute conclusive evidence that the Units are acceptable to Lessee for all purposes of this Lease and that this acceptance is absolutely binding upon Lessee.

3. **MAINTENANCE AND REPAIRS:** Lessor shall, at its expense, perform, arrange, and pay for all maintenance and repairs made necessary by ordinary wear and tear, or otherwise necessary to keep the Units in good condition and repair under the Interchange Rules, provided, however, that Lessee shall first be required to notify Lessor of any Unit in need of repair. Lessee shall not repair, or authorize the repair of, any of the Units without Lessor's prior written consent, except that running repairs (as specified in the Association of American Railroads rules for Interchange and the Canadian Transport Commission regulations) may

be performed without prior written consent. The amount Lessor will pay for such running repairs shall not be in excess of the basis, in effect at the time the repair is made, provided by the Association of American Railroads.

Lessee shall be responsible for the cost of and pay for all damage to a Unit, including but not limited to, any damage caused by cornering, sideswiping, derailment, improper or abusive loading or unloading methods including any damage which may result from the use of thaw sheds or any other heat application used in unloading, unfair usage including any damage as defined under AAR Rule 95 or similar occurrences while under this Lease, whether such damage to a Unit is direct, indirect, incidental or consequential, but excluding the maintenance and repairs made necessary by ordinary wear and tear which is the Lessor's responsibility. Lessee shall promptly notify Lessor of the location and condition of any Unit which has been damaged or destroyed and shall thereafter continue to give Lessor any additional information which the Lessor has a need to obtain about such Unit. Lessee shall pass through to Lessor any payment received by Lessee from any third parties as reimbursement for costs or expenses which are the responsibility of Lessor pursuant to this Lease.

Lessee shall be entitled to abate Rental (as defined in Section 6 hereof) for any Unit requiring maintenance services that are the Lessor's responsibility [REDACTED] of such Unit at the shop authorized by Lessor, provided that Lessee has notified Lessor prior to the time Unit is routed to shop. In the event Lessee fails to so notify Lessor, [REDACTED] by Lessor of the arrival of the Unit at a shop authorized by Lessor. In all cases, after a Unit has been repaired, Rental will resume on the date the Unit is available for forwarding to Lessee. It is understood that Rental will not be abated for Units in a shop for repairs which are Lessee's responsibility.

**4. DISCLAIMER OF WARRANTIES:** LESSOR HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE UNITS OR OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. LESSOR IS NOT RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM THE INSTALLATION, OPERATION OR USE OF THE UNITS OR ANY UNIT. LESSEE'S ACCEPTANCE OF ANY UNIT SHALL BE CONCLUSIVE AS BETWEEN LESSOR AND LESSEE THAT SAID UNIT IS IN ALL OF THE FOREGOING RESPECTS SATISFACTORY TO LESSEE.

**5. USE:** Lessee may use the Units only for transportation of coal. Lessee shall have full authority to direct the movement of the Units to any rail station in the continental United States or Canada during the Term, provided that the Units [REDACTED] and to comply in all respects

with all laws of all jurisdictions in which Lessee operates the Units. Lessor shall, on the basis of mileage reported by railroads, determine the total number of miles that each Unit traveled during the previous month or the portion thereof just ended, loaded and empty. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

For the purpose of this Section 5, the railroad mileage and junction reports shall be prima facie evidence of the facts reported therein.

**6. RENTAL:** Lessee agrees to pay to Lessor the amount of rent specified in Exhibit B attached hereto (the "Rental") [REDACTED] Except as provided in Section 3 hereof, Lessee agrees to pay such Rental without notice, demand, deduction or set off, [REDACTED]  
[REDACTED]

**7. TAXES:** All federal, state, provincial and local taxes levied or assessed against the Units, payable on account of the ownership of such Units, shall be paid by the Lessor, and all returns and reports in connection therewith shall be made by Lessor. All taxes payable on account of, or measured by, the Rental paid or the use of such Units (excluding any tax which is based solely upon or measured solely by Lessor's net income) shall be the responsibility of the Lessee.

**8. INDEMNIFICATION:** Lessee assumes all risk of loss of the Units during the Term, and Lessee shall indemnify and hold Lessor harmless from any and all liabilities, losses, damages, expenses (including attorney's fees) or claims of whatsoever nature arising out of or relating to the possession, use, condition or operation of the Units or any Unit, regardless of where, how, and by whom operated.

**9. INSURANCE:** Lessee shall, at its sole expense, carry insurance with respect to all of the Units in such amounts and with respect to such risks as Lessor may reasonably require. Lessee shall, prior to using any Unit and thereafter upon Lessor's request, furnish certificates, policies or endorsements to Lessor as proof of such insurance. Such policies shall name Lessor as loss payee.

**10. CASUALTY OCCURRENCES:** In the event that any Unit shall become lost, stolen, damaged or destroyed beyond repair or to the extent that it would not be economical to repair said Unit, Lessee shall promptly notify Lessor of same in writing and shall pay Lessor the settlement value for said Unit as determined pursuant to Rule 107 of the AAR Interchange Rules, provided, however, that such lost, stolen, damage or destruction (i) is due to the misuse



or negligence of Lessee, its consignee or agent, or is caused by any commodity which may be transported or stored in or on such Unit, or (ii) occur while such Unit is on the tracks of Lessee or any private siding or track, or at the loading or unloading facility of Lessee or its consignee or agent, or on the track of any railroad that does not subscribe to the Interchange Rules or any private or industrial railroad. Notwithstanding anything contained herein to the contrary, if the settlement value is not received by Lessor [REDACTED]

[REDACTED], Lessee shall pay Lessor the amount due under the AAR Interchange Rule 107. Lessee's obligations to pay Rental with respect to such Unit shall cease on the date the settlement value of said Unit is paid to Lessor. It is the intent of Lessee to utilize Units as unit trains and to maintain spares to support such unit trains. During the Term, there shall be at least one hundred forty four (144) Units subject to this Lease. In the event that there are less than one hundred forty four (144) Units subject to this Lease, [REDACTED]

[REDACTED] to make repairs and/or provide acceptable substitute Units in sufficient quantities to allow for the one hundred forty four (144) Units which are subject to this Lease. If at [REDACTED] there are not one hundred forty four (144) Units subject to this Lease, then Lessee shall have the right to return the balance of the Units and cancel this Lease at no cost or expense to Lessee.

**11. RETURN:** As soon as practicable on or after the expiration of the Term with respect to any Unit, the Lessee will, at its own cost, expense, and risk, at the request of the Lessor, transport and deliver possession of such Unit(s) to any reasonable CSX Transportation interchange point as reasonably directed by Lessor. Each Unit returned to Lessor shall be empty, free from residue, in good and loadable operating order and shall meet the standards of condition and repair then in effect under the Interchange Rules of the Association of American Railroads, ordinary wear and tear excepted. In the event that any Unit is not delivered to Lessor in compliance with this Section 11 on or before the Expiration Date, the Unit shall remain on Rental and obligations of Lessee under this Lease with respect to such Unit shall remain in full force and effect until such Unit is so delivered to Lessor. Lessor may require a joint return inspection of the Units by Lessor and Lessee. In the event that Lessor and Lessee have not agreed upon a schedule date for the joint return inspection [REDACTED], after Lessee's receipt of Lessor's written notice regarding such joint return inspection, Lessor may perform the return inspection and its inspection report shall be the conclusive evidence of the condition of the Units.

**12. CAR HIRE:** Lessor shall retain, for its own account, any car hire charges with respect to the Units.

**13. CAR MODIFICATION:** Notwithstanding any other provisions of this Lease, should any Unit require modification pursuant to a

regulation of the U.S. Department of Transportation or other agency having jurisdiction over the operation or use of the Units, Lessor may elect to terminate this Lease if such modifications are required to be performed [REDACTED].

**14. NOTICES:** Any notice required or permitted to be given by either party hereto to the other shall be in writing and shall be deemed given when actually received [REDACTED] deposited in United States Certified or Registered Mail, Return Receipt Requested, postage prepaid, addressed as follows:

TO LESSOR: The David J. Joseph Company  
300 Pike Street  
Cincinnati, Ohio 45202  
Attention: Vice President - RELM Division

TO LESSEE: Santee Cooper  
One Riverwood Drive  
Moncks Corner, South Carolina 29461-2901  
Attention: James C. Owens - Contact Analyst

**15. GOVERNING LAW:** This Lease is made and entered into in Cincinnati, Ohio, and shall be governed by, and construed and enforced in accordance with the laws of the State of Ohio.

**16. ASSIGNMENT:** Lessee shall not assign or transfer (by operation of law or otherwise) any of its rights under this Lease, or sublet any of the Units, without Lessor's prior written consent.

**17. DEFAULT AND REMEDIES:** In the event Lessee fails to timely perform any of its obligations hereunder, in addition to any and all other remedies available to Lessor at law or in equity for such failure, Lessor shall be entitled to terminate this Lease and to cause Lessee, at its sole expense, to promptly return the Units to Lessor in accordance with the terms and provisions of Section 11 hereof.

**18. SURVIVAL:** Lessee's obligations hereunder shall survive the expiration or earlier termination of this Lease.

**19. JURISDICTION AND VENUE:** The parties agree that any action, or proceeding to enforce or in respect of this Lease shall be initiated and prosecuted as to all parties in Cincinnati, Ohio. The parties hereby consent and submit to the exercise of exclusive jurisdiction over their person by any court situated in Cincinnati, Ohio having jurisdiction over the subject matter hereof, waive personal service of and all process upon them and consent that all such service of process may be made by certified mail directed to the parties at the addresses set forth above, or as otherwise permitted under the laws of the State of Ohio. Each party hereby waives any objection based on forum non

convenience or venue and consents to the granting of such legal or equitable relief as any such court deems appropriate.

20. **EQUAL EMPLOYMENT OPPORTUNITIES/DRUG FREE WORKPLACE.** Equal Opportunity Statement, EXHIBIT C, concerning Equal Employment Opportunities is attached and is incorporated into and made a part of this Lease. For the purpose of this Lease, the words, "contract" and "contractor" on the Equal Opportunity Statement shall be interpreted as "Lease" and "Lessor".

EXHIBIT D concerning Drug Free Workplace Certification is incorporated into and made part of this Lease. Lessor is required to submit the Drug Free Workplace Certification. For the purpose of this Lease, the words "contract" and "CONTRACTOR/Vendor" shall be interpreted as "Lease" and "Lessor".

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

Signed and acknowledged  
in the presence of:

Steven E. Ward  
(As to Lessor)

Linda M. Baughman  
(As to Lessor)

Signed and acknowledged  
in the presence of:

Patrick C. Loney  
(As to Lessor)  
Lessee PKC

(As to Lessor)  
Lessee PKC

LESSOR:

~~THE DAVID J. JOSEPH COMPANY~~

BY: DFM

NAME: Douglas F. McMillan

TITLE: VICE PRESIDENT

LESSEE:

**SOUTH CAROLINA PUBLIC SERVICE  
AUTHORITY**

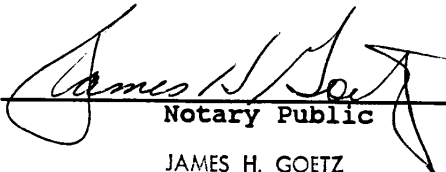
BY: ESB

NAME: Emily S. Brown

TITLE: Senior Vice President

STATE OF OHIO           )  
                                  )   SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this  
29<sup>th</sup> day of DECEMBER, 1993, by  
Douglas F. McMillan, the VICE PRESIDENT of The David  
J. Joseph Company, a Delaware corporation, on behalf of the  
corporation.

  
Notary Public

JAMES H. GOETZ  
Notary Public, State of Ohio  
My Commission Expires July 10, 1995

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY ) SS:

The foregoing instrument was acknowledged before me this  
21st day of December, 1993, by  
Emily S. Brown, the Senior Vice President of  
Santee Cooper, a utility corporation, on  
behalf of \_\_\_\_\_.

Linda M. Danner  
Notary Public

My Commission Expires July 5, 2000

# EXHIBIT A

One hundred seventy four (174), 4000 cubic, 3 pocket, Pullman built, rotary coupler, open top hopper railcars bearing the reporting marks as follows:

CURRENT REPORTING MARKS		FUTURE REPORTING MARKS		CURRENT REPORTING MARKS		FUTURE REPORTING MARKS	
PLMX	6301	SSMX	5000	PLMX	6370	SSMX	5040
PLMX	6303	SSMX	5001	PLMX	6371	SSMX	5041
PLMX	6304	SSMX	5002	PLMX	6374	SSMX	5042
PLMX	6306	SSMX	5003	PLMX	6377	SSMX	5043
PLMX	6307	SSMX	5004	PLMX	6378	SSMX	5044
PLMX	6308	SSMX	5005	PLMX	6379	SSMX	5045
PLMX	6310	SSMX	5006	PLMX	6380	SSMX	5046
PLMX	6312	SSMX	5007	PLMX	6381	SSMX	5047
PLMX	6317	SSMX	5008	PLMX	6384	SSMX	5048
PLMX	6318	SSMX	5009	PLMX	6385	SSMX	5049
PLMX	6319	SSMX	5010	PLMX	6386	SSMX	5050
PLMX	6324	SSMX	5011	PLMX	6387	SSMX	5051
PLMX	6325	SSMX	5012	PLMX	6390	SSMX	5052
PLMX	6329	SSMX	5013	PLMX	6391	SSMX	5053
PLMX	6334	SSMX	5015	PLMX	6392	SSMX	5054
PLMX	6335	SSMX	5016	PLMX	6395	SSMX	5055
PLMX	6338	SSMX	5017	PLMX	6396	SSMX	5056
PLMX	6339	SSMX	5018	PLMX	6397	SSMX	5057
PLMX	6340	SSMX	5019	PLMX	6398	SSMX	5058
PLMX	6341	SSMX	5020	PLMX	6399	SSMX	5059
PLMX	6342	SSMX	5021	PLMX	6400	SSMX	5060
PLMX	6343	SSMX	5022	PLMX	6401	SSMX	5061
PLMX	6344	SSMX	5023	PLMX	6402	SSMX	5062
PLMX	6347	SSMX	5024	PLMX	6403	SSMX	5063
PLMX	6348	SSMX	5025	PLMX	6407	SSMX	5064
PLMX	6349	SSMX	5026	PLMX	6408	SSMX	5065
PLMX	6351	SSMX	5027	PLMX	6410	SSMX	5066
PLMX	6355	SSMX	5028	PLMX	6411	SSMX	5067
PLMX	6356	SSMX	5029	PLMX	6412	SSMX	5068
PLMX	6357	SSMX	5030	PLMX	6413	SSMX	5069
PLMX	6358	SSMX	5031	PLMX	6414	SSMX	5070
PLMX	6359	SSMX	5032	PLMX	6415	SSMX	5071
PLMX	6360	SSMX	5033	PLMX	6416	SSMX	5072
PLMX	6361	SSMX	5034	PLMX	6417	SSMX	5073
PLMX	6363	SSMX	5035	PLMX	6418	SSMX	5074
PLMX	6365	SSMX	5036	PLMX	6420	SSMX	5075
PLMX	6366	SSMX	5037	PLMX	6421	SSMX	5076
PLMX	6367	SSMX	5038	PLMX	6422	SSMX	5077
PLMX	6368	SSMX	5039	PLMX	6425	SSMX	5078
				PLMX	6428	SSMX	5079

EXHIBIT A  
CON'T

CURRENT REPORTING MARKS		FUTURE REPORTING MARKS		CURRENT REPORTING MARKS		FUTURE REPORTING MARKS	
PLMX	6429	SSMX	5080	PLMX	6498	SSMX	5128
PLMX	6430	SSMX	5081	PLMX	6499	SSMX	5129
PLMX	6431	SSMX	5082	PLMX	6500	SSMX	5130
PLMX	6432	SSMX	5083	PLMX	6501	SSMX	5131
PLMX	6433	SSMX	5084	PLMX	6502	SSMX	5132
PLMX	6435	SSMX	5085	PLMX	6503	SSMX	5133
PLMX	6436	SSMX	5086	PLMX	6504	SSMX	5134
PLMX	6437	SSMX	5087	PLMX	6505	SSMX	5135
PLMX	6438	SSMX	5088	PLMX	6506	SSMX	5136
PLMX	6439	SSMX	5089	PLMX	6508	SSMX	5137
PLMX	6440	SSMX	5090	PLMX	6510	SSMX	5138
PLMX	6441	SSMX	5091	PLMX	6511	SSMX	5139
PLMX	6442	SSMX	5092	PLMX	6512	SSMX	5140
PLMX	6443	SSMX	5093	PLMX	6514	SSMX	5141
PLMX	6445	SSMX	5094	PLMX	6515	SSMX	5142
PLMX	6447	SSMX	5095	PLMX	6517	SSMX	5143
PLMX	6449	SSMX	5096	PLMX	6518	SSMX	5144
PLMX	6450	SSMX	5097	PLMX	6519	SSMX	5145
PLMX	6451	SSMX	5098	PLMX	6520	SSMX	5146
PLMX	6453	SSMX	5099	PLMX	6521	SSMX	5147
PLMX	6454	SSMX	5100	PLMX	6522	SSMX	5148
PLMX	6456	SSMX	5101	PLMX	6523	SSMX	5149
PLMX	6457	SSMX	5102	PLMX	6524	SSMX	5150
PLMX	6459	SSMX	5103	PLMX	6526	SSMX	5151
PLMX	6460	SSMX	5104	PLMX	6528	SSMX	5152
PLMX	6463	SSMX	5105	PLMX	6530	SSMX	5153
PLMX	6464	SSMX	5106	PLMX	6533	SSMX	5154
PLMX	6467	SSMX	5107	PLMX	6534	SSMX	5155
PLMX	6468	SSMX	5108	PLMX	6535	SSMX	5156
PLMX	6470	SSMX	5109	PLMX	6536	SSMX	5157
PLMX	6471	SSMX	5110	PLMX	6537	SSMX	5158
PLMX	6472	SSMX	5111	PLMX	6538	SSMX	5159
PLMX	6473	SSMX	5112	PLMX	6540	SSMX	5160
PLMX	6474	SSMX	5113	PLMX	6541	SSMX	5161
PLMX	6475	SSMX	5114	PLMX	6542	SSMX	5162
PLMX	6478	SSMX	5115	PLMX	6543	SSMX	5163
PLMX	6481	SSMX	5116	PLMX	6546	SSMX	5164
PLMX	6482	SSMX	5117	PLMX	6548	SSMX	5165
PLMX	6484	SSMX	5118	PLMX	70229	SSMX	5166
PLMX	6485	SSMX	5119	PLMX	70231	SSMX	5167
PLMX	6487	SSMX	5120	PLMX	70232	SSMX	5168
PLMX	6488	SSMX	5121	PLMX	70233	SSMX	5169
PLMX	6489	SSMX	5122	PLMX	70234	SSMX	5170
PLMX	6491	SSMX	5123	PLMX	70235	SSMX	5171
PLMX	6493	SSMX	5124	PLMX	70236	SSMX	5172
PLMX	6494	SSMX	5125	PLMX	70238	SSMX	5173
PLMX	6495	SSMX	5126	PLMX	70239	SSMX	5174
PLMX	6497	SSMX	5127				

EXHIBIT B

RENTAL







EXHIBIT C

## EQUAL OPPORTUNITY STATEMENT

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: *Provided, however*, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## MANDATORY REGULATION NOTICE

State laws and the OSHA Hazard Communication Standard (29 CFR 1910.1200) require manufacturers, importers, and distributors:

- 1) To supply a Material Safety Data Sheet for toxic substances at the time of the first shipment.

(All Material Safety Data Sheets should be mailed directly to Santee Cooper, Attn. Corporate Hygienist, OC-05, P.O. Box 2946101, Moncks Corner, SC, 29461-2901.)

- 2) To label containers with the proper chemical name and appropriate hazard warning for the substance.

SC 0526-A (05/61)

RCV BY: XEROX TELECOPIER 7010 : 12-10-93 12:13PM : 803 761 7003+ 95133454397 : 4  
95133454397 P.04 TO 95133454397

## EXHIBIT D

## SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
(CONTRACTOR / VENDOR OTHER THAN INDIVIDUALS)

This certification is required by the Drug-Free Workplace Act, Act No. 593 of 1990. The regulations require certification by CONTRACTORS / Vendors prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract / grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contracts / grants, or government-wide suspension or debarment.

The CONTRACTOR / Vendor certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR'S / Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The CONTRACTOR'S / Vendor's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract / grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract / grant, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the using agency within ten days after receiving notice under subparagraph (4) (b), from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted -
  - (a) Taking appropriate personnel action against the employee, up to and including termination; or
  - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

THE DAVID J. JOSEPH COMPANY  
CONTRACTOR / Vendor Name (as appropriate)

Contract / Grant Number

MELANIE S. TOLER  
Printed Name

Melanie S. Toler  
Signature

12/10/93  
Date

EXHIBIT D CON'T

## NOTICE TO CONTRACTOR / VENDORS

### DRUG FREE WORKPLACE CERTIFICATION

The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. The Act became effective January 1, 1991, and requires a Certification from the CONTRACTOR / Vendor before an award of a contract of \$50,000 or more can be final. The successful CONTRACTOR / Vendor will be required to provide such certification by signing and returning the attached "CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS" form. Failure to provide certification will constitute a rejection by the CONTRACTOR / Vendor of the conditions of award and no contract will exist.